

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teligence Corporation		09/30/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Teligence Communications Inc.		
Street Address:	1045 Howe Street		
Internal Address:	Suite 700		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6Z 2A9		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	78644689	FIRSTCHARGE	
Serial Number:	78644691	FC	
Serial Number:	78644695	ALLURA	
Serial Number:	78644683	ALLURA	
Serial Number:	78896149	RED HOT DATELINE	
Serial Number:	78896144	RED HOT DATELINE	
Serial Number:	78896140	INTERACTIVE MALE	
Serial Number:	78896138	INTERACTIVE MALE	
Serial Number:	78896122	FONOCHAT	
Serial Number:	78896119	FONOCHAT	
Serial Number:	78896089	VIBELINE	
Serial Number:	78896083	VIBELINE	
Serial Number:	78896074	TANGO	

OP \$615.00 78644689

900104727

**TRADEMARK**  
**REEL: 003764 FRAME: 0166**

Serial Number:	78896073	TANGO
Serial Number:	78896064	LIVE LINKS
Serial Number:	78896062	LIVE LINKS
Serial Number:	78893169	DATING IS BETTER HERE
Serial Number:	78893164	DATING IS BETTER HERE
Serial Number:	78892775	DATING IS BETTER HERE
Serial Number:	78555942	PSYCHIC NETWORK LINE
Serial Number:	78401941	GUIDING LINE
Serial Number:	78401923	GUIDING LINE
Serial Number:	75515030	ULTRACHAT
Serial Number:	78579254	INTERACTIVE MALE

#### CORRESPONDENCE DATA

Fax Number: (858)777-3347  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 858-488-2545  
 Email: dana@danarobinson.com  
 Correspondent Name: Dana B. Robinson  
 Address Line 1: P.O. Box 1416  
 Address Line 4: La Jolla, CALIFORNIA 92038

#### DOMESTIC REPRESENTATIVE

Name:  
 Address Line 1:  
 Address Line 2:  
 Address Line 3:  
 Address Line 4:

NAME OF SUBMITTER:	Dana B. Robinson
Signature:	/Dana B. Robinson/
Date:	04/22/2008

#### Total Attachments: 4

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 source=Asset Transfer Agreement between TGC and COM#page4.tif

ASSET TRANSFER AGREEMENT

RECEIVED BY  
REGISTRATION OFFICE

THIS AGREEMENT is dated for reference September 30, 2006,

SEP 30 2006 11:41 AM

BETWEEN:

**TELIGENCE CORPORATION.**, a British Columbia company  
having its registered office at Suite 1100 – 888 Dunsmuir Street,  
Vancouver, British Columbia, V6C 3K4

(the "Vendor")

AND:

**TELIGENCE COMMUNICATIONS INC.**, a British Columbia company  
having its registered office at Suite 1100 – 888 Dunsmuir Street,  
Vancouver, British Columbia, V6C 3K4

(the "Purchaser").

WHEREAS:

A. The Vendor is the registered and beneficial owner of the assets described in Schedule "A" to this Agreement (the "**Vendor Assets**");

B. The Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, the Vendor Assets on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. **PURCHASE AND SALE** – The Vendor hereby sells to the Purchaser, and the Purchaser hereby purchases from the Vendor, the Vendor Assets -on September 30, 2006 (the "**Effective Date**").

2. **PURCHASE PRICE** - Subject to the provisions of paragraph 7, the purchase price for the Vendor Assets (the "**Purchase Price**") shall be the aggregate fair market value (as defined in paragraph 7 of this Agreement) of the Vendor Assets as at the Effective Date as finally determined by the Vendor after considering such appraisals, valuations or expert advice as may be necessary, and as set out in Schedule "B" to this Agreement.

3. **PAYMENT OF PURCHASE PRICE** - The Purchase Price shall be paid and satisfied by the Purchaser by the allotment, issuance, delivery to and registration of 1 common share in the capital of the Purchaser registered in the name of TGC.

4. **VENDOR REPRESENTATIONS** – The Vendor hereby represents and warrants that it is the sole legal and beneficial owner of the Vendor Assets, that it has full right, authority and capacity to sell, assign and transfer the Vendor Assets and that the Vendor Assets are free and clear of all liens, charges or encumbrances whatsoever.

5. **FAIR MARKET VALUE** - Fair market value means, at any relevant time, the highest price available in an open and unrestricted market between an informed and prudent vendor and purchaser acting at arm's length and under no compulsion to transact, without any premiums or discounts for majority or minority interests.
6. **SECTION 85 ELECTION** - The parties acknowledge and agree that the purchase and sale of the Vendor Assets is to be carried out in accordance with subsection 85(1) of the *Income Tax Act* (Canada) (the "Act"). The parties agree and hereby confirm that, for income tax purposes, they will jointly elect pursuant to subsection 85(1) of the Act in the prescribed form and within the time referred to in subsection 85(6) of the Act, to transfer the Vendor Assets from the Vendor to the Purchaser at an elected amount to be determined by the Vendor.
7. **PRICE ADJUSTMENT CLAUSE** - It is the intention of the Vendor and the Purchaser that the purchase and sale of the Vendor Assets shall take place at the aggregate fair market value of the Vendor Assets as at the Effective Date. If any federal or provincial taxing authority should assess or reassess either of the parties hereto for any tax, duty, levy or charge on the basis of a determination or assumption that the aggregate fair market value of the Vendor Assets as at the Effective Date is not the amount provided for in this Agreement or in related documents including resolutions of the parties, then the amount set forth in this Agreement and in any related documents, as well as the Purchase Price, shall be adjusted retroactively, *nunc pro tunc*, to the Effective Date on the assumption that those adjustments were known to the parties at the time of signing this Agreement. All other consequential adjustments that may be necessary shall be made between the parties in order to place the parties in the same position as they would have been had the aggregate fair market value of the Vendor Assets as at the Effective Date been the adjusted fair market value of the Vendor Assets.
8. **FURTHER ASSURANCES** - This Agreement constitutes the transfer by the Vendor to the Purchaser of the legal and beneficial title to, and property in, the Vendor Assets as of the Effective Date. The Vendor shall, from time to time as and when requested by the Purchaser, and at the expense of the Purchaser, do, execute and deliver and cause to be made, done, executed and delivered all such further documents, assignments and assurances as may be necessary and as may be reasonably required by the Purchaser for more completely and effectively vesting the Vendor Assets in the Purchaser and whether for the purpose of registration or otherwise. The parties hereby agree that they will execute and deliver all other documents, instruments and agreements and perform such further acts and supply to any federal or provincial taxing authority such information as may be necessary from time to time to carry out the terms and intent of this Agreement.
9. **TIME OF ESSENCE** - Time shall be of the essence of this Agreement.
10. **GOVERNING LAW** - This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
11. **HEADINGS** - The headings appearing in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of its provisions.
12. **INTERPRETATION** - Words used in this Agreement such as "herein", "hereof", "hereunder" and other like words refer to this Agreement as a whole and not just to the particular paragraph or clause in which such words appear.
13. **ENUREMENT** - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

14. **SURVIVAL** - The provisions of section 7 and this section 13 and all other provisions herein necessary to the enforcement or interpretation thereof shall survive the purchase and sale of the Vendor Assets as contemplated by this Agreement.

15. **COUNTERPARTS** - This Agreement may be executed in any number of counterparts, each of which when executed and delivered (by facsimile or otherwise) will be deemed to be an original, and all of which together will constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**TELIGENCE CORPORATION**

By:   
Authorized Signatory

**TELIGENCE COMMUNICATIONS INC.**

By:   
Authorized Signatory

**SCHEDULE "A"**

**Assets of the Vendor**

All tangible and intangible assets, including without limitation, all property, goodwill, rights, duties liabilities and obligations, which the Vendor acquired from each of Boulevard Media (Canada) Inc. and UC Media (Canada) Inc. by way of the amalgamation of those entities into the Vendor on September 30, 2006 except for any shares and any associated shareholder loans held by the Vendor in the capital of Boulevard Media Inc. or UC Media Services Inc. which the Vendor acquired from each of Boulevard Media (Canada) Inc. and UC Media (Canada) Inc. in the amalgamation.